

**BEFORE THE BANGALORE URBAN II ADDITIONAL
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
SHANTHINAGAR, BANGALORE – 560027**

DATED THIS THE 25th DAY OF SEPTEMBER 2026

CONSUMER COMPLAINT NO.144/2026

PRESENT:

SMT.V.ANURADHA, B.A., LL.B., ... I/C PRESIDENT
SRI H. JANARDHAN, B.A.L., LL.B., ... MEMBER

COMPLAINANT/S

Sri Rudresh R.S.,
S/o Sri Rudra Prasad H.S.,
Aged about 27 years,
Residing at No.9, 2nd Cross,
Magadi Road, Agrahara
Dasarahalli, Near Raheja
Apartments,
Bengaluru 560 079.

(By Sri S. Sumantha,
Advocate)

V/s

OPPOSITE PARTY/S

M/s Sherlock's Pub
Nagarabhavi by CVS LLP,
No.21, 2nd & 3rd Floor,
Jnanabharathi Main Road,
Nagarbhavi Circle,
Bengaluru 560 072.

(Exparte)

BY SMT. V. ANURADHA, I/C PRESIDENT:

JUDGEMENT

1. This is a complaint filed by the complainant u/s 35 of the Consumer Protection Act, 2019 against the Opposite Party for seeking Order directing the Opposite Party to refund the amount of Rs.128/- illegally collected towards service charge together with accrued interest of Rs.28/- calculated at the rate of 18% per annum from 24.03.2026 till the date of filing of the present complaint and further interest at the rate of 18% per annum on the principal amount of Rs.128/- from the date of filing of the complaint till realization; to pay compensation of Rs.1,00,000/- towards mental agony, harassment, humiliation and inconvenience suffered by the Complainant; to pay Rs.1,00,000/- towards unfair trade practice and deficiency in service committed by the Opposite Party and also to pay Rs.50,000/- towards costs of litigation to the Complainant.

2. The facts averred in the complaint, in brief, are as shown below:

It is the case of the Complainant is that on 24.03.2026 at about 8:30 PM, the Complainant along with his friend visited Opposite Party pub for the purpose of availing food and dining services offered by the Opposite Party. At the time of placing the order, the Complainant pointed out to the staff of Opposite Party that levying service charge as displayed in the menu is illegal and cannot be charged forcefully, the Manager of the Opposite

Party informed the Complainant that a service charge at the rate of 7.5% would be compulsorily added to the final bill. The Complainant immediately objected to the levy of such service charge and informed the Manager that service charge is voluntary in nature and cannot be imposed upon consumers as a mandatory charge.

3. Further in the complaint it is stated that the Complainant specifically brought to the attention of the Manager the guidelines issued by the Central Consumer Protection Authority (CCPA) under the Ministry of Consumer Affairs, Food & Public Distribution, Government of India which prohibit hotels and restaurants from compelling consumers to pay service charge and further clarify that payment of service charge is entirely at the discretion of the consumer. To the utter shock and surprise of the Complainant, the Manager categorically stated that the service charge was mandatory that the same was being levied pursuant to management instructions and that the charge would not be removed under any circumstances. The Complainant was further informed that unless he agreed to pay the service charge, the Opposite Party would not provide dining services.

4. Further in the complaint it is stated that the Opposite Party placed the Complainant in an awkward and inconvenient situation. Having already visited the establishment and being accompanied by a friend, the Complainant was compelled to

either accept the compulsory service charge or forego the services altogether. Despite clearly expressing his objection to the levy, the Complainant was informed that the service charge was non-negotiable, thereby leaving him with no real choice in the matter. The Complainant reiterated his objection to the levy of service charge and once again requested the staff and management of the Opposite Party to remove the service charge from the bill. However, all such requests were summarily rejected. The staff repeatedly maintained that the charge was compulsory and could not be waived.

5. Further in the complaint it is stated that at the time of payment, the Complainant once again requested that the service charge be removed from the bill. However, the staff of the Opposite Party refused to accede to the request and maintained that the charge was mandatory. In the circumstances, the Complainant was left with no practical option but to settle the bill of Rs.1,887/-, including the service charge of 7.5% amounting to Rs.128/-, despite his repeated objections. The conduct of the Opposite Party was not the result of any inadvertent billing error or misunderstanding. Despite the Complainant specifically objecting to the levy of service charge and bringing the applicable consumer protection guidelines to the attention of the staff, the Opposite Party persisted in treating the charge as mandatory and refused to remove the same. The circumstances clearly indicate that the levy of service charge was

being followed as a matter of policy rather than as an isolated instance.

6. Further in the complaint it is stated that aggrieved by the conduct of the Opposite Party, the Complainant caused a legal notice dated 10.04.2026 to be issued through his Counsel calling upon the Opposite Party to refund the service charge amount and compensate the Complainant for the harassment and inconvenience suffered by him. After service of the legal notice, the Opposite party neither replied to the legal notice nor complied with the legitimate demands of Complainants made therein. Hence, the Complainant filed the present complaint against the Opposite Party for seeking reliefs as prayed in the complaint.

7. After registering the complaint, notice of the complainant's complaint came to be issued to Opposite Party. Even after service of the notice, the Opposite Party has not appeared before this Commission and hence, the Opposite Party placed *exparte*.

8. The complainant to substantiate his case got filed affidavit evidence and got marked documents Ex.C1 to C6 and closed his side. Advocate for Complainant filed written arguments along with three citations and also submitted the oral arguments. We have carefully gone through the entire records of this case.

9. The points that arise for our consideration and determination are as under:

1. Whether the complainant has proved that there is deficiency of service on the part of OP?
2. What Order?

10. Answers to the above points are as under;

1. Point No.1 : In Affirmative
2. Point No.2 : As per final order for the following

REASONS

11. POINT NO.1:- The complainant as already stated above, to substantiate his case filed his affidavit evidence wherein he stated more or less as averred in the complaint and got marked documents Ex.C1 to C6.

12. The case of the Complainant is that on 24.03.2026 at about 8:30 PM, the Complainant along with his friend visited Opposite Party pub for the purpose of availing food and dining services offered by the Opposite Party. At the time of placing the order, the Complainant specifically objected to the levy of service charge displayed in the menu and informed the staff of the Opposite Party that service charge could not be compulsorily imposed upon a consumer. Despite specific objection, the Manager of the Opposite Party informed the Complainant that a service charge at the rate of 7.5% would be compulsorily added to the final bill.

13. The Complainant specifically brought to the attention of the Manager the guidelines issued by the Central Consumer Protection Authority (CCPA) under the Ministry of Consumer Affairs, Food & Public Distribution, Government of India which prohibit hotels and restaurants from compelling consumers to pay service charge and further clarify that payment of service charge is entirely at the discretion of the consumer. Despite that the Manager stated that the service charge was mandatory that the same was being levied pursuant to management instructions and that the charge would not be removed under any circumstances. The Complainant was further informed that unless he agreed to pay the service charge, the Opposite Party would not provide dining services. Even at the time of payment also the Complainant once again requested that the service charge be removed from the bill. However, the staff of the Opposite Party refused to accede to the request and maintained that the charge was mandatory. Left with no other option but to settle the bill of Rs. 1,887/-, including the service charge of 7.5% amounting to Rs.128/-, despite his repeated objections. For which the Complainant issued a legal notice dated 10.04.2026 to the Opposite Party to refund the service charge amount and compensate the Complainant for the harassment and inconvenience suffered by him. Even after service of the legal notice, the Opposite party neither replied nor complied with the legitimate demands of Complainant.

14. On perusal of the documents, it is evident on the face of the record that the Complainant inspite of informed the Opposite Party regarding CCPA guidelines, the Opposite Party levied the service charges as per their management instructions. As per the CCPA guidelines, no hotel or restaurant shall force a consumer to pay service charges and shall clearly inform the consumer that service charge is voluntary, optional and at consumer's discretion.

15. The Complainant also cited a citation of the Hon'ble Delhi High Court in the matter between National Restaurant Association of India & others v/s Union of India and another wherein the Court held that:

“Service charge or TIP as is colloquially referred is a voluntary payment by the customer. It cannot be compulsory or mandatory.”

The practice undertaken by the restaurant establishments of collecting service charge that too on a mandatory basis, in a coercive manner, would be contrary to the consumer interest and is violative of consumer rights.

The Court also rejected the contention that the consumer's entry into a restaurant and subsequent ordering of

food constitutes consent to a mandatory service charge, holding that such a condition is onerous and constitutes an unfair contractual condition.”

The above findings are very much relevant to the present case on hand. It is to be noted here that the conduct of the Opposite Party in insisting upon the compulsory levy of service charge despite the Complainant convinced the Opposite Party regarding CCPA guidelines, the staff of the Opposite Party informed the Complainant that as per the administrative instructions, the service charge is mandatory and the services would not be provided unless the Complainant agreed to pay it which shows arrogance attitude of the Opposite Party. Further even at the time of payment of the bill, the Complainant specifically objected to the levy and bringing the applicable CCPA guidelines to the attention of the staff, the Opposite Party persisted in treating the charge as non-negotiable and refused to remove it from the bill. The conduct of the Opposite Party was not the result of any inadvertent billing error but was carried out pursuant to a stated management policy, thereby indicating a systematic practice of imposing service charge irrespective of the consumer's choice. Hence, we are of the considered opinion that the Opposite Party shall follow the CCPA Rules, but here the Opposite Party's behavior with the consumer is adamant in nature which amounts to deficiency in service and unfair trade practice on the part of the Opposite Party.

16. At the outset, it is to be noted here that the Opposite Party by remaining absent before this Commission even after service of notice of complainant's complaint, have impliedly admitted the complainant's case. Furthermore, the complainant's case is also corroborated by documentary evidence Ex.C1 to C6 which are admittedly remained unchallenged.

17. Further admittedly, as already stated above Opposite Party have not contested the complainant's case and not shown how and in what manner there is no any deficiency of service and unfair trade practice on their part and complainant's case is false.

18. Anyway looking to facts and circumstances of the case and evidence on record which have not been denied by the Opposite Party, hence, we are of the considered view that the complainant has proved that there is a deficiency of service and unfair trade practice on the part of Opposite Party since Opposite Party has not followed the CCPA guidelines is nothing but deficiency of service and also unfair trade practice on the part of Opposite Party. Hence, Point No.1 is answered in the affirmative.

19. POINT NO.2: The complainant in the complaint prayed that that the Opposite Party to refund the amount of Rs.128/- illegally collected towards service charge together with accrued interest of Rs.28/- calculated at the rate of 18% per annum from 24.03.2026 till the date of filing of the present complaint and further interest at the rate of 18% per annum on the principal amount of Rs.128/- from the date of filing of the

complaint till realization; to pay compensation of Rs.1,00,000/- towards mental agony, harassment, humiliation and inconvenience suffered by the Complainant; to pay Rs.1,00,000/- towards unfair trade practice and deficiency in service committed by the Opposite Party and also to pay Rs.50,000/- towards costs of litigation to the Complainant. However, looking to the facts and circumstances of the case, seeking 18% interest, compensation and costs of legal expenses is appears to be exorbitant. So looking to the facts and circumstances of the case and evidence on record, it would meet ends of justice if the Opposite Party is directed to refund Rs.128/- to the Complainant with interest at 8% p.a. from 24.03.2026 till realization along with compensation of Rs.2,000/- towards damages and mental agony and Rs.1,000/- towards costs of litigation to the complainant. In view of answer on Point No.1 and for the foregoing reasons, the complainant's complaint has to be allowed in part. In the result, we proceed to pass the following:

ORDER

The complainant's complaint filed under Section 35 of the Consumer Protection Act, 2019 is partly allowed.

Opposite Party is directed to refund Rs.128/- (Rupees one hundred and twenty-eight only) to the Complainant with interest at 8% p.a. from 24.03.2026 till realization along with compensation of Rs.2,000/- (Rupees two thousand only) towards damages and mental agony and Rs.1,000/- (Rupees one thousand only) towards costs of litigation to the complainant.

CC/144/2026
Date of filing: 10.06.2026
Date of Disposal: 25.09.2026

Opposite Party shall comply with the above said order within 45 days from the date of receipt of this order, failing which Opposite Party shall pay interest at the rate of 10% p.a. on the amount of Rs.128/- (Rupees one hundred and twenty-eight only) to the Complainant from the date of default till realization.

Supply free copy of this order to both parties.

Return spare copies of the pleading and evidence to the parties.

(Dictated to the Stenographer, typed by her directly on computer, and then corrected, signed and then pronounced by the open Commission on this the 25th day of SEPTEMBER 2026).

(H.JANARDHAN)
MEMBER

(V.ANURADHA)
I/C PRESIDENT

//ANNEXURE//

Witness examined for the complainant/s side:

Sri Rudresh R.S. being the complainant has filed affidavit evidence.

List of documents filed by the complainant/s:

1. Ex.C1: Copy of the Aadhar Card of the Complainant,
2. Ex.C2: Copy of the Invoice/Bill issued by Opposite Party,
3. Ex.C3: Copy of the payment receipt,
4. Ex.C4: Copy of the legal notice dated 10.04.2026,
5. Ex.C5: Copy of the postal receipt,
6. Ex.C6: Copy of the acknowledgement issued by Post Master, Nagarabhavi, Bangalore.

Witness examined on behalf of the OP/s:

- NIL -

List of documents filed by the OP/s:

- NIL -

**(H.JANARDHAN)
MEMBER**

**(V.ANURADHA)
I/C PRESIDENT**